

AMENDMENT AGREEMENT dated as of June 1,

6845-E

RECORDATION NO. _____ Filed & Recorded

JUN 27 1973 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

1973, between BANKERS TRUST COMPANY, a New York corporation, acting as trustee under a Trust Agreement dated as of December 1, 1972 (hereinafter called the Lessor), and TRAILER TRAIN COMPANY, a Delaware corporation (hereinafter called the Lessee).

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment dated as of December 1, 1972 (hereinafter called the Original Lease), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 29, 1972, recordation number 6845; and

WHEREAS the parties hereto desire to amend the Original Lease:

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Original Lease is hereby amended to substitute the date "June 28, 1973" for the date "July 2, 1973" in every case where such date appears therein.
2. The Original Lease is hereby amended to substitute the date "June 1, 1973" for the date "July 1, 1973" in the third recital clause thereof.
3. The Original Lease is hereby amended to delete the

first paragraph of §2 thereof, and to substitute in lieu thereof the following:

§2. Rentals. The Lessee agrees to pay to the Lessor, as rental for each Unit subject to this Lease, 31 consecutive semiannual payments, payable on January 1 and July 1 in each year commencing July 1, 1973. The first such semiannual rental payment shall be in an amount equal to interest (computed on the basis of a 360-day year of twelve 30-day months) on the Invoiced Purchase Price (as defined in the Manufacturing Agreements) of each Unit from the 31st day following the date of acceptance of such Unit pursuant to §1 hereof to and including June 28, 1973, at a rate per annum equal to the prime rate which Manufacturers Hanover Trust Company, New York, New York, would charge at 11:00 a.m. on May 1, 1973, for 90-day loans to borrowers of the highest credit standing, plus an amount equal to .040625% of the Invoiced Purchase Price of each Unit. The next ten — semiannual rental payments shall each be in an amount equal to 2.4375% of the Invoiced Purchase Price of each Unit. The remaining semi-annual rental payments shall each be in an amount equal to 5.8508% of the Invoiced Purchase Price of each Unit. If the Trust Certificates are not issued on or prior to June 28, 1973, and if the Lessor pays to the Manufacturers 100% of the Purchase

Price (as defined in the Manufacturing Agreements) of the Units, then the semiannual rental payments due after July 1, 1973, shall be increased to such amount or amounts as shall, in the reasonable opinion of the Lessor, cause the Lessor's net return to equal the net return that would have been realized by the Lessor if the Trust Certificates had been issued; the Casualty Values set forth in §6 hereof shall be similarly adjusted.

4. The Original Lease is hereby amended to delete from Schedule A thereto four 89'4"70-ton capacity standard hydraulic auto rack flat cars numbered 964398 to 964401, inclusive (hereinafter called the Deleted Equipment).

5. The Lessor does hereby grant, bargain, sell, transfer and set over to the Lessee, its successors and assigns, the Deleted Equipment, for its and their own use and benefit forever.

6. The Lessee hereby assumes all obligations of the Lessor in respect of the Deleted Equipment under the Manufacturing Agreement dated as of December 1, 1972 among the Lessor, the Lessee and Bethlehem Steel Corporation.

7. The Original Lease, except as amended hereby, shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate

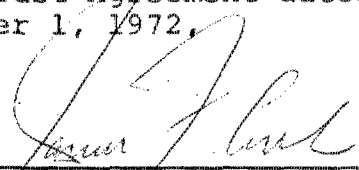
Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

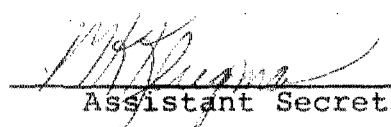
BANKERS TRUST COMPANY, as trustee
under a Trust Agreement dated as
of December 1, 1972,

by

[Corporate Seal]


Assistant Vice President

Attest:


Assistant Secretary

TRAILER TRAIN COMPANY,

by

[Corporate Seal]


Vice President-Finance

Attest:


Assistant Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 21st day of June, 1973, before me personally appeared JAMES F. CONLAN , to me personally known, who, being by me duly sworn, says that he is an ~~Assistant~~ Vice President of BANKERS TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

Harriet A. Drandoff
Notary Public

[NOTARIAL SEAL]

HARRIET A. DRANDOFF
Notary Public, State of New York
No. 24-9920915
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *2nd* day of June, 1973, before me personally appeared N. V. Reichert, to me personally known, who, being by me duly sworn, says that he is the Vice President-Finance of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jo Ann Frank

Notary Public

My Commission expires:

~~My Commission Expires June 26, 1973~~

[NOTARIAL SEAL]